

Appl. No. : **09/710,690**
Filed : **December 10, 2000**

REMARKS

Reconsideration and allowance of the above-referenced application are respectfully requested.

The new Examiner name has been noted on this correspondence.

In the final rejection, all claims stood rejected based on prior art, including US Patent number 6,009,407 to Garg.

In response to this rejection, applicants have here with reviewed the subject matter of the application and claims, and have canceled the original claims 1-20 and substituted new claims 21-36. These new claims completely patently distinguish over the cited prior art, by defining new subject matter that was not previously claimed.

Garg was provided to show the use of inventory data. Admittedly, Garg shows statistics used to determine future orders. However, new claim 21 now defines subject matter that was not disclosed by Garg. Claim 21 defines receiving an order over the Internet at a server, and receiving payment information from that order. One of a number of different order fulfillment locations is selected based on that receiving. Based on the selection, contents from the order are sent to the user. This provides the advantage that any of a number of different sending locations can send the order to the user. In addition, however,

Appl. No. : **09/710,690**
Filed : **December 10, 2000**

after sending the order in this way, the user is allowed to return the order to a local retailer. The returned location / retailer is a different location than the server and different than the order fulfillment locations. As explained in the specification for example on page 20, this can increase the consumer convenience, since the consumer has the opportunity to return product to a local retailer. Claim 21 recites that the payment is refunded responsive to the return.

This combination is not disclosed or in any way made obvious by the cited prior art, and produces the advantage discussed above. Specifically, the user can carry out an order over the Internet, and then can return the product locally. None of the prior art discloses this subject matter, and hence this produces an advantage that is not obvious based on the prior art.

The dependent claims should be allowable on their own merits. For example, claim 24 defines determining an order fulfillment location that is physically within a specified mailing time to the consumer. This is not disclosed or otherwise made obvious by the prior art, and should be hence allowable thereover.

Claim 25 defines that the return adjusts the number of items in inventory.

Claims 26-27 defines that the name associated with a server is different than the name of the order fulfillment location.

Appl. No. : **09/710,690**
Filed : **December 10, 2000**

Claim 27 defines rebranding. This allows an order fulfillment location to carry out the function of sending products for some other company. However, the rebranding prevents the recipient from finding out that the product has been rebranded in this way.

This rebranding is itself completely patentable over the cited prior art, as it has not been taught, suggested or otherwise made obvious by any of this prior art. Claim 31 is an independent claim which defines receiving an order, sending the order to a fulfillment location, and rebranding the order prior to sending. As described above, this is not disclosed by the cited prior art. The dependent claims should also be allowable for analogous reasons.

Claim 34 defines a system which is similar to that in claim 21 and should be hence allowable.

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim

Appl. No. : **09/710,690**
Filed : **December 10, 2000**

does not necessarily signify concession of unpatentability of the claim prior to its amendment.

For all of these reasons, it is respectfully suggested that all of the claims should be in condition for allowance. A formal notice of allowance is hence respectfully requested.

If the Examiner believes that communications such as a telephone interview or email would facilitate disposal of this case, the undersigned respectfully encourages the Examiner to contact the undersigned.

Recognizing that Internet communications are not secure, I hereby authorize the USPTO to communicate with me concerning any subject matter of this application by electronic mail (using the email address harris@schiplaw.com). I understand that a copy of these communications will be made of record in the application file.

Please charge any fees due in connection with this response, (other than those concurrently paid via EFS), to Deposit Account No. 50-4376, small entity.

Respectfully submitted,

Date: 6/4/08

____/Scott C Harris/____
Scott C. Harris
Reg. No. 32,030

Appl. No. : **09/710,690**
Filed : **December 10, 2000**

Customer No. 74162
Scott C. Harris, Esq.
Law Office of Scott C Harris
PO Box 1389
Rancho Santa Fe, Ca 92067
Telephone: (858) 756-7778
Facsimile: (858) 756-7717